



*Delaware Health
And Social Services*

DIVISION OF MANAGEMENT SERVICES

PROCUREMENT

DATE: January 29, 2008

PSC #797

HEALTH SYSTEMS PROTECTION PERMITTING DATA BASE

FOR

DIVISION OF PUBLIC HEALTH

Date Due: MARCH 18, 2008
11:00 AM

ADDENDUM # 1

Please Note:

THE ATTACHED SHEETS HEREBY BECOME A PART OF
THE ABOVE MENTIONED BID.

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CLARIFICATIONS

1. Off-network capabilities are not required. All users will access the application via the state network.
2. The Report Module will consist of an initial set of pre-defined parameterized reports. (This initial set of reports will be defined by the various programs and will be created prior to implementation.) After implementation, requests for additional reports will be submitted to the Helpdesk. The Helpdesk will develop the new reports and add them to the Report Module.
3. The Fee Tracking & Billing Module will track client demographics, calculate appropriate fees based on schedules and business rules, print invoices, track payment status, and perform other related functions. This module is not a formal accounts-receivable system, and will not process transactions, authorize payments, or perform any other fiscal activities.
4. Enforcement history component in the RFP must allow for perpetual tracking of enforcement actions for a given legal entity (defined by EIN or SSN), such as notice of violation, violation type, violation severity level, date of inspection, type of inspection, required compliance date, actual compliance date, administrative penalty levied, fine paid, for a permitted facility. Tracking must also be provided for sanctions levied against an individual's professional certification, such as annulment, suspension, or revocation.
5. Solutions hosted by a third party will be considered, but the preference is for the application be hosted on the state's internal DHSS network.
6. If the application is hosted on the state's network, it should support integrated authentication. (The application should obtain the user's credentials from the network and not require them to log into the application.)

**DELAWARE HEALTH AND SOCIAL SERVICES,
HEALTH SYSTEMS PROTECTION PERMITTING DATABASE, PSCO-797**

QUESTIONS AND ANSWERS

Qstn. #	Sect. #	Page #	Question	Response
1	2.3	3	<p>The RFP states, “The Division and Information Resource Management (IRM) will appoint co-Project Directors. These individuals will be responsible for monitoring project progress and will have final authority to approve/disapprove project deliverables and payments. IRM will serve as the technical liaison with DTI (see below). The selected contractor will coordinate efforts for this project with the Division and IRM co-Project Directors.”</p> <p>How will 2 individuals serve as the final authority for deliverable approval and payment? How will the Department ensure alignment of these 2 approval authorities?</p>	Approval will be done according to existing DPH internal procedures.
2	3	4	Does “HSP Permitting Database” refer to the backend database only, or the application, inclusive of its database?	The “HSP Permitting Database” refers to the full application (including the database).
3	3.1	4	Is there a preferred GIS software package?	ESRI is the preferred GIS software package.

**DELAWARE HEALTH AND SOCIAL SERVICES,
HEALTH SYSTEMS PROTECTION PERMITTING DATABASE, PSCO-797**

QUESTIONS AND ANSWERS

4	3.1	5	<p>The RFP states, “System maintenance/customer support 24 hours/day, 7 days/week”</p> <p>Will the solution be hosted in government facilities or at contractor facilities (development, UAT, production)?</p>	<p>Helpdesk coverage will be required 7am – 7pm M-F (excluding holidays)</p> <p>3rd-party hosted solutions will be considered; however, the preference is for the application to be hosted on the state’s internal network.</p>
5	3.1	6	<p>The RFP states that there will be a “Fee tracking and Billing Module”.</p> <p>Is Electronic Funds Transfer required in this system?</p>	<p>No EFT, fee tracking and billing will be an electronic process to replace current paper trail</p> <p><i>See Program Response Attachment</i></p>
6	3.1	6	<p>The RFP states, “Data migration: System shall allow for data migration via upload from Excel spreadsheets or other methodology deemed feasible.”</p> <p>Will this migration occur as part of the implementation only or is their a continuing need to allow data migrations using the user interface?</p> <p>What data is tracked today in the Excel spreadsheets?</p>	<p>There will be an ongoing need beyond implementation for the application to periodically connect to external data sources maintained by the programs in order to update demographic data and data from which fees are calculated, certificates are derived, etc.</p>

**DELAWARE HEALTH AND SOCIAL SERVICES,
HEALTH SYSTEMS PROTECTION PERMITTING DATABASE, PSCO-797**

QUESTIONS AND ANSWERS

7	4.2	10	<p>The RFP states that “It is important to note that documentation on the existing systems may be missing, incomplete, out of date or in error.”</p> <p>Will access to existing systems (of various user types) be granted to the vendor to allow for verification of documentation?</p>	This access will be granted to the winning vendor.
8	4.3	11	<p>“Remote connectivity through SSLVPN is available for offsite work for contracted staff that must access, update or maintain servers and/or applications in the DMZ.”</p> <p>Does this imply hosting is to occur at government facilities? Are there staff available 24/7/365 at the hosting site to assist in accessing hardware?</p> <p>Are vendor staff to be co-located with government staff at the hosting site?</p>	<p>Hosting may be proposed as either off-site or on-site (at the Biggs Data Center). There is 24x7 helpdesk response available for critical issues.</p> <p>Required on-site staff as specified in section 5.1 of the RFP will be co-located.</p>
9	5.1	12	<p>Will the state provide functional experts for participation in JADs. What are the broad or specific functional areas that will be provided for? This will indicate any gaps that need to be filled with contractor functional experts, as called for in section 5.1.</p>	Yes, SMEs will be provided to represent each business process to participate in JADs.

**DELAWARE HEALTH AND SOCIAL SERVICES,
HEALTH SYSTEMS PROTECTION PERMITTING DATABASE, PSCO-797**

QUESTIONS AND ANSWERS

10	5.1.1	13	<p>“Contractor will be responsible for all other office necessities including workstation and required software.”</p> <p>Can the vendor include the cost of these items in the cost proposal, if the workstations and software are dedicated to this project?</p>	Equipment and software purchased with contract funds become the property of DPH.
11	5.1.1	13	<p>On-Site Staffing Requirement:</p> <p>Are all of the positions listed required on site beyond year 1? If not, please advise which positions would remain beyond year 1.</p>	No, on-site staffing not required beyond 1 year.
12	5.1.6	14	<p>“Vendor Help Desk expertise is critical to the success of the system. Staff proposed for this function does not need to be dedicated exclusively to this role.”</p> <p>Please provide the number of users by user type to assist with vendor calculation of help desk support requirements. What hours of the day will each user type access the system?</p>	<p>Helpdesk support is required 7am-7pm M-F for system administrators, program administrators, field staff, data entry</p> <p><i>See Program Response Attachment</i></p>
13	5.6	16	<p>“In terms of proposal costs, vendor will be expected to develop total project costs that include purchase of hardware and software, out year hardware and software licensing, support and maintenance costs along with staffing projection costs.”</p> <p>How many years forward must be considered when pricing for the “out years”?</p>	5 years out

**DELAWARE HEALTH AND SOCIAL SERVICES,
HEALTH SYSTEMS PROTECTION PERMITTING DATABASE, PSCO-797**

QUESTIONS AND ANSWERS

14	5.1.1	17	<p>“Sungard Recovery Systems is contracted as the client/server and mainframe cold site contractor.”</p> <p>Should the vendor cost proposal include hardware for housing at Sungard or does the Department’s contract with Sungard cover hardware?</p>	The department’s contract with Sungard covers DR hardware.
15	5.15.2	20	<p>“a separate, isolated UAT environment shall be set up so as to minimize interference with the production environment.”</p> <p>Will the UAT environment remain throughout contract duration to assist with the user acceptance of system corrections or functional changes?</p>	The UAT environment will remain available throughout contract duration.
16	5.15.6	21	Will training be conducted via the web or face-to-face? Is ongoing training to be provided by the vendor? Shall train-the-trainer or refresher training be submitted with the cost proposal?	Initial training must be provided onsite by the vendor and targeted to each level of user.
17	4.4	11	How may the Contractor present relevant facts to facilitate a fast and fully informed determination with respect to whether the Contractor has satisfied the performance standards?	Process for evaluating performance standards is outlined in the RFP and will be determined by DHSS co-Project Directors
18	N/A	N/A	If Contractor’s ability to invoice depends on data from the Division, and the Division does not provide this data in a timely manner, may Contractor invoice and be paid on good-faith estimates?	Division anticipates providing information in an acceptable timeframe.

**DELAWARE HEALTH AND SOCIAL SERVICES,
HEALTH SYSTEMS PROTECTION PERMITTING DATABASE, PSCO-797**

QUESTIONS AND ANSWERS

19	8.8	36	Would the Division be willing to receive invoices by facsimile and make payments by wire transfer?	No, not at this time.
20	8.8	36	In the unlikely event that the Division were not to pay the undisputed amount of an invoice within 30 days, what late fee would the Division agree to pay with respect to that amount?	None.
21	8.8	36	What type of prompt payment discount would the Division prefer to receive for payment of an invoice before the end of the time period during which payment is required under the Contract?	None.
22	5.14, 5.15.8	19 – 22	Would the Division limit software warranties, where applicable, with customary exclusions for error-free operations so long as the software materially conforms with specifications?	The winning bidder's exceptions to the standard contract language will be discussed during contract negotiations.
23	8.5, Appendix C, § B.4	36, 50	Would the Division agree that the Contractor will not be obligated to indemnify for the State's breach of contract, negligence, recklessness, or intentional misconduct?	Section 8.5 of the RFP makes clear that the Contractor is only required to indemnify the State for acts or omissions of the Contractor, not for acts or omissions by the Division.

**DELAWARE HEALTH AND SOCIAL SERVICES,
HEALTH SYSTEMS PROTECTION PERMITTING DATABASE, PSCO-797**

QUESTIONS AND ANSWERS

24	8.5, Appendix C, § B.4	36, 50	Would the Division provide the Contractor with the right to consent to the settlement of any claim for which the contractor must indemnify the State? Absent this right, accurately accounting for the risk of indemnification will be enormously challenging and may result in a higher risk-adjusted price for the State.	Yes, in principle, but the Bidder should draft language to that effect for the Division's review and approval.
25	N/A	N/A	Would the Division agree to indemnify the Contractor for any breach of contract, negligence, recklessness, or intentional misconduct by the Division or its employees, including but not limited to damages caused by the incorrect entry of a social security number prior to the effective date of the Contract?	No. Article VIII, Section 3 of the Delaware State Constitution prohibits such an indemnification agreement: "No money shall be borrowed or debt created by or on behalf of the State but pursuant to an Act of the General Assembly, ..."
26	N/A	N/A	Would the Division agree to limit the Contractor's liability to the Contractor's revenue from the Agreement?	No.
27	5.1 – 5.1.6	12 – 22	Would the Division consider not requiring key personnel to be located in a specific office if, by so doing, the Contractor could provide better service?	Key personnel are expected to be located at state facilities specified in the RFP. Exceptions to this will be evaluated on a case by case basis.

**DELAWARE HEALTH AND SOCIAL SERVICES,
HEALTH SYSTEMS PROTECTION PERMITTING DATABASE, PSCO-797**

QUESTIONS AND ANSWERS

28	5.1 – 5.1.6	12 – 22	Would the Division agree to provide Contractor with reasonable exceptions to the retention requirements of key personnel if doing so will allow the Division and Contractor to most efficiently manage staffing needs?	Division expects vendor to adhere to retention requirements. Exceptions to this will be evaluated on a case by case basis.
29	Appendix A, § 8.	41	Would the Division clarify that the Contractor retains ownership of (i) general know-how, (ii) proprietary standard operating procedures, and (iii) intellectual property owned by third parties?	The Division does not believe the Contractor has any legally cognizable ownership interest in "general know-how" but acknowledges that Section 8 of Appendix A does not require the Contractor to assign any rights in general, non-proprietary know-how. Please specify what "standard operating procedures" you believe may be "proprietary." As for intellectual property owned by third parties, if you have a lease or other agreement to use that information it must be assigned to the Division.

**DELAWARE HEALTH AND SOCIAL SERVICES,
HEALTH SYSTEMS PROTECTION PERMITTING DATABASE, PSCO-797**

QUESTIONS AND ANSWERS

30	Appendix A, § 6.	41	Would the Division agree that a Contractor that is a for-profit entity only must complete an A-133 audit to the extent possible for such an entity?	Yes
31	Appendix C, § C.5	54	Would the Division agree that inspections, monitoring, and audits exclude personnel records, must be limited to the subject of the Contract, and must be conducted only upon 10 business days advance notice to Contractor to ensure that the Contractor will be prepared with the information that Division needs and thus save the Division time and money?	The inspections, monitoring, and audits can include the examination of any information that pertains to the contract. This includes any information as to how the invoices for the services provided by the contractor are developed. The Division will normally provide 10 days notice but it also reserves the right to monitor, inspect and audit with less or no advance notice.

**DELAWARE HEALTH AND SOCIAL SERVICES,
HEALTH SYSTEMS PROTECTION PERMITTING DATABASE, PSCO-797**

QUESTIONS AND ANSWERS

32	8.7	36	Except with respect to protected health information, would the Division agree to customary exceptions to Contractor's obligation to keep information confidential, such as (i) publicly available through no act of recipient, (ii) already in possession, (iii) rightfully received from third party, (iv) independently developed, and (iv) required by judicial or government order to disclose?	The confidentiality clause applies only to information the Contractor may obtain from the Division during the course of the project and therefore would not apply to: information already known to the contractor, information that is publicly available, or information acquired from third parties. Please identify what information you believe you may be required to disclose "by judicial or government order."
33	8.3	35	Would the Division agree to extend the contract only with the consent of the Contractor?	No. Extending the contact would be considered amending the contract. Appendix C, paragraph B.14 states, "This contract shall not be altered, changed, modified or amended except by written consent of all Parties to the contract."

**DELAWARE HEALTH AND SOCIAL SERVICES,
HEALTH SYSTEMS PROTECTION PERMITTING DATABASE, PSCO-797**

QUESTIONS AND ANSWERS

34	N/A	N/A	May Contractor have at least thirty (30) days to cure a breach of contract?	The Division will provide the contractor with 30 days notice of conditions endangering their performance under the contract resulting from this RFP prior to taking any action to terminate the contract.
35	Appendix C, § B.11(c)	52	Would the Division provide the Contractor with at least sixty (60) calendar days notice of termination without cause to facilitate a smooth transition of services?	As stated in Appendix C, Paragraph B.11.c, the contract can be terminated “by either party without cause upon thirty (30) calendar days written notice to the other party, unless a longer period is specified in Appendix A.” The Division would consider allowing 60 calendar days written notice of termination as a provision in the contract resulting from this RFP. However, that discussion would occur during contract negotiations with the successful bidder.

**DELAWARE HEALTH AND SOCIAL SERVICES,
HEALTH SYSTEMS PROTECTION PERMITTING DATABASE, PSCO-797**

QUESTIONS AND ANSWERS

36	Appendix C, § B.11(c)	52	Would the Division clarify that, if the Division terminates without cause, the Division must reimburse Contractor for start-up costs and costs associated with employee terminations?	As it states in Appendix C, Paragraph B. 11, “The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.” The Division may reimburse the contractor for these costs.
37	Appendix C, § B.11(c)	52	Would the Division clarify what standards will be used to determine whether partially completed work turned over upon termination meets the “satisfactory and usable” standard?	Whether the work is satisfactory and usable is to be determined in the sole discretion of the Department and cannot be determined in advance but only on a case-by-case basis.

**DELAWARE HEALTH AND SOCIAL SERVICES,
HEALTH SYSTEMS PROTECTION PERMITTING DATABASE, PSCO-797**

QUESTIONS AND ANSWERS

38	Appendix C, § B.11(c)	52	Would the Division clarify whether any transition activities are required of Contractor and whether Contractor will be compensated for such activities?	A "continuity of services" clause would be to the Division's benefit. The following proposed language may be discussed with the successful bidder: The Contractor agrees to furnish phase-in training and to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor subject of the Division's approval. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs.
39	Appendix C, § B.14	51	Would the Division agree that if statutory or regulatory changes impact contract scope, performance, or payment, then the State shall equitably adjust Contractor's compensation?	In the event of a significant statutory or regulatory change, the Contractor may submit a written proposal to the Division to amend the agreement pursuant to Appendix C, ¶14.

**DELAWARE HEALTH AND SOCIAL SERVICES,
HEALTH SYSTEMS PROTECTION PERMITTING DATABASE, PSCO-797**

QUESTIONS AND ANSWERS

40	N/A	N/A	Would the Division agree to mediation for resolution of disputes to facilitate the better understanding and the most productive discussion concerning contractual issues?	No.
41	N/A	N/A	Would the Division agree that its response related to a dispute must be issued within 30 calendar days, to facilitate a swift and amicable resolution?	The RFP does not have a "right to cure" clause. Paragraph 11(a) of Appendix C provides for termination for cause or documented unsatisfactory performance with five days' notice.

**DELAWARE HEALTH AND SOCIAL SERVICES,
HEALTH SYSTEMS PROTECTION PERMITTING DATABASE, PSCO-797**

QUESTIONS AND ANSWERS

42	N/A	N/A	Would the Division agree to excuse performance by the Contractor as a result of any event beyond the reasonable control of Contractor, including but not limited to strikes, telecommunications outages, and terrorist acts, so long a performance is excused only to such extent and duration as is reasonably necessary?	The bidder is asking for what is commonly known as a "force majeure" clause. The Division may be willing to include such a clause in the contract (a court would likely imply such a clause into the contract as a matter of law). However, we suggest it be more limited in scope and would propose the following language: The Contractor shall not be liable for any failure or delay in performance under the Contract which is the direct and proximate result of war, riot, civil disturbance, act of God or public enemy or terrorist, including drought, flood, earthquake, storm, fire, lightening, epidemic, sabotage, or labor strike.

**DELAWARE HEALTH AND SOCIAL SERVICES,
HEALTH SYSTEMS PROTECTION PERMITTING DATABASE, PSCO-797**

	RFP Reference			
Qstn. #	Section	Page	Comment/Question	Response
43	3.1	4-6	Is there a requirement to utilize the current data model?	No. A path for migrating current program data into the application database must be provided, however.
44	3.1	4-6	Data Entry Requirements: Is the system required to allow individuals schedule and take online tests?	No, testing is currently handled by external exam administration firms.
45	3.1	4-6	Capability to produce customized permits, licenses and certificates: Are the certificates printed using pre-printed certificates from multiple sources or are they printed from one source and then mailed out?	Multiple certificates are currently used. DPH will consider use of standard formatting across all certificates on case by case basis.
46	3.1	(p. 4-6)	Reports Module: Is there any specific reporting tool that needs to be used or is the reporting capability limited to pre-defined reports generated within the application?	Reporting capability is limited to pre-defined parameterized reports generated within the

**DELAWARE HEALTH AND SOCIAL SERVICES,
HEALTH SYSTEMS PROTECTION PERMITTING DATABASE, PSCO-797**

				application. Requests for additional reports must be fulfilled by the Helpdesk and made available via the application's Reporting Module.
47	3.1	(p. 4-6)	Reports Module: Regarding the requirement to pull data from other modules to generate management reports: Is the data from the other modules stored in a relational database?	All the modules referenced will exist in the subject database.
48	3.1	(p. 4-6)	Fee tracking and billing module: Is the process to apply the administrative fees and penalties subjective?	No.
49	3.1	(p. 4-6)	Fee tracking and billing module: Is there an existing Algorithm or is one needed?	Permit fees vary from program to program and are based on program data, schedules, and specific business rules. <i>See Program Response</i>

**DELAWARE HEALTH AND SOCIAL SERVICES,
HEALTH SYSTEMS PROTECTION PERMITTING DATABASE, PSCO-797**

				<i>Attachment</i>
50	3.1	(p. 4-6)	Fee tracking and billing module: Is there a need for an accounting system to manage the billing and payments?	No. Please refer to RFP Clarification for additional description of the Fee Tracking and Billing Module.
51	5.6	16	State Architecture Requirements Would there be any issue in using WebLogic as the application server?	This is not a preferred technology.
52	5.7	16	Database Design Is the choice of Oracle as the backend database acceptable?	Oracle as a backend is acceptable. Given that DHSS staff have limited technical experience with this platform, vendor will be expected to provide support for this product.
53	5.9	16-17	Degree of Customization The RFP states that in case of a COTS software the customization	The division expects a COTS product that

DELAWARE HEALTH AND SOCIAL SERVICES,

HEALTH SYSTEMS PROTECTION PERMITTING DATABASE, PSCO-797

			should not exceed 20%. What if requirement mandates changes that will make the customization more than 20%? Is this flexible?	will satisfy most of its requirements out of the box. Excessive customization will increase costs. DPH expects to limit its customization requirements to stay within budget.
54	5.15.2	20	Site Requirements Can you provide some details of the existing infrastructure at the Biggs Data center?	This will be discussed with the winning vendor.
55	5.15.2	20	Site Requirements Are all the users going be behind the state firewall?	Yes.
56	5.15.2	20	Site Requirements Is the state going to grant access to the Vendor via VPN or Secure ID?	VPN
57	5.15.3	21	System Testing Are there any specific testing tools that are supported by the state of	Bidder is expected to propose tools and

**DELAWARE HEALTH AND SOCIAL SERVICES,
HEALTH SYSTEMS PROTECTION PERMITTING DATABASE, PSCO-797**

			Delaware to conduct performance, load and regression tests?	/or methodology for this purpose. However the state has in the past has used openSTA and has contracted with a vendor using Loadrunner.
58			<p>Confidentiality of Data</p> <p>It was stated that Web access may be required for users in the field. With an increase in identify theft via the internet and in line with the voluntary initiatives taken by other states, what (if any) are the applicable laws in the State of Delaware mandating the redaction of personal information such as social security numbers from documents accessed via the Web?</p>	Confidentiality and appropriate security measures will be discussed with the winning vendor.

**DELAWARE HEALTH AND SOCIAL SERVICES,
HEALTH SYSTEMS PROTECTION PERMITTING DATABASE, PSCO-797**

RFP Reference				
Qstn. #	Section	Page	Comment/Question	Response
59			How many custom reports (and number of pages per report) do you want the vendor to provide with the new system?	To be determined application definition and design process.
60			For data conversion, what are the systems and number of records for each system to be converted?	<i>See Program Response attachment.</i>
61			Where does the state get property information from (such as address, tax id, ownership, etc.)? If from multiple sources, how many sources?	Property data is obtained from a variety of sources.
62			Can the State provide the required forms listed in the RFP in MS Word format so that they can be filled out electronically?	Application forms will be provided in PDF format. <i>See Attachments</i>

DELAWARE HEALTH AND SOCIAL SERVICES,

HEALTH SYSTEMS PROTECTION PERMITTING DATABASE, PSCO-797

RFP Reference				
Qstn. #	Section	Page	Comment/Question	Response
63		13	Since DHSS will be providing the office space for the contractor's on-site presence (pg 13) is it safe to assume that the contractors will be sitting with the DHSS staff and not with the IT group? Will the IRM Project Director be located in the same building?	IRM
64		10	On page 10 in section 4.2, in the statement reading "No DHSS technical staff will be assigned to this project to assist in the coding of the system." does coding refer to application development or the definition and mapping of field value lists?	Both.
65			Is the vendor's help desk expected to support ad-hoc reporting?	Yes, follow-up report development would be sought through help desk.
66			What is the expected response time for support issues that arise outside normal business hours? Is the expectation that a live person would answer the support phone at all times or would a pager and an agreed	Live support is expected 7am-7pm EST M-F.

**DELAWARE HEALTH AND SOCIAL SERVICES,
HEALTH SYSTEMS PROTECTION PERMITTING DATABASE, PSCO-797**

			upon response time suffice?	
67	5.15.7		In regards to section 5.15.7 (Support Services), does the state expect the vendor to install future updates and new releases or simply make them available to the state?	In the event IRM hosts the application; IRM would be implementing all production moves. In the event the application is 3 rd party hosted it is expected the vendor would implement all production moves.
68		17	On page 17, the RFP states that software will be categorized as COTS if customization does not exceed 20%. How are the 20% calculated? If the vendor has a modular software solution and plans on using the existing framework (security functionality, database schema, etc.) and modifying an existing module to create a new one that fully meets the requirements of this RFP, would this be considered within the 20% allowed for customization	The division expects a COTS product that will satisfy most of its requirements out of the box. Excessive

**DELAWARE HEALTH AND SOCIAL SERVICES,
HEALTH SYSTEMS PROTECTION PERMITTING DATABASE, PSCO-797**

				customization will increase costs. DPH expects to limit its customization requirements to stay within budget.
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